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Interim Director

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August 18, 2016

TO: Each Supervisor

FROM: Cynthia A. Harding, M.P.H.  
Interim Director



**SUBJECT: NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO ENTER INTO A DATA USE AGREEMENT WITH THE OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT FOR NONPUBLIC PATIENT LEVEL HEALTH INFORMATION DATA**

This is to notify you that I am exercising the delegated authority approved by your Board on December 8, 2015, to execute future Data Use Agreements (DUAs) with various governmental entities, universities, and public and private institutions, excluding for-profit entities, which may include provisions for indemnification, effective upon date of execution through the end of the applicable project period, subject to review and approval by Public Health Information Systems (PHIS), Chief Executive Office (CEO) Risk Management, as needed, and County Counsel, and notification to your Board and the CEO.

Under this authority, I will execute a DUA with the Office of Statewide Health Planning and Development (OSHPD) for non-public patient level health information for year 2014. This DUA will allow the Department of Public Health (DPH) to obtain hospital discharge and emergency room data from Los Angeles County hospitals. The data will allow DPH to estimate medical costs and prevalence of various chronic diseases and to assess disparities among different geographic, ages, and ethnic groups. The findings will provide a means for identifying and prioritizing efforts to improve the public's health. There is no cost associated with this DUA.

The DUA includes a provision requiring the County to indemnify OSHPD against all claims and losses related to this DUA. These are standard requirements from OSHPD and cannot be waived or modified. CEO Risk Management has reviewed and determined the indemnification language is acceptable.

PHIS and County Counsel have reviewed and approved the DUA as to form and this delegated authority action.

If you have any questions or require additional information, please let me know.

CAH:nb  
#03555

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors